

## PART B – CAPITAL IMPROVEMENT CONSTRUCTION PROJECTS SUBJECT TO SBAC PROCEDURES

### CHAPTER 4 – PROFESSIONAL DESIGN SERVICES (ON-CALL PROJECTS) SELECTION AND FEES

#### 1.0 General Information

- 1.1 The purpose of on-call Capital Improvement Projects is to provide state agencies with a means of assigning projects of smaller scope and budgets without advertising for each project. By statute, each on-call project's project cost cannot exceed \$1,000,000. ([K.S.A. 75-1253](#))
  - 1.1.1 Architectural and/or engineering services on small projects can be provided by an agency project architect or engineer, an OFPM design project architect or engineer, or an on-call project architect or engineer.
- 1.2 A large Capital Improvement Project shall not be subdivided to create multiple separate projects that would allow the use of firms contracted to perform on-call services.
- 1.3 Advertisements for on-call contracts identify the specific professional services required for the on-call contract. Selection of a design professional will be based on the specific services advertised.
- 1.4 Advertisements will identify the number of firms being selected.

#### 2.0 On-Call Contract Guidelines

- 2.1 Architectural and/or engineering service on-call contracts may be written for architects, engineers, and landscape architects that are governed by the Kansas Board of Technical Professions.
  - 2.1.1 Architectural and mechanical, electrical, plumbing (MEP) engineering on-call contracts can provide supplemental services required for the project within the limitations outlined in Sections 2.3 and 2.4 of this chapter.
  - 2.1.2 Landscape architects, structural, civil, fire protection, and similar engineer on-call contracts can provide only services of their specific discipline.
    - 2.1.2.1. Those projects that require multiple disciplines must use an architectural or an MEP engineering on-call contract.
- 2.2 Non-architectural and/or non-engineering service on-call contracts **may** be written for interior designers, restoration designers, mapping consultants, environmental designers, and others not governed by the Kansas Board of Technical Professions.
  - 2.2.1 The on-call contract will be written for only the non-architectural and/or non-engineering services advertised. No architectural and/or engineering services may be provided by an architect or engineer member of the firm under this contract and no consultants may be added to the contract.
- 2.3 On-call architectural design services
  - 2.3.1 An on-call contract for architectural design services shall be written only to an architectural firm as the prime vendor, either to provide stand-alone architectural services or with consultants to provide integrated architectural and engineering services.
  - 2.3.2 Only an architectural on-call contract shall be used for a project comprised of 50% or more of architectural services, regardless of the project cost up to the \$1,000,000 project cost limit.

- 2.3.2.1. An architectural on-call contract may not be used for engineering-only services or to circumvent the use of an on-call engineer contracted by an agency.
    - 2.3.3 Programming is a specialty service and Owners, if outsourcing this work, shall hire a firm to provide programming specifically for larger projects.
      - 2.3.3.1. Firms hired for architectural on-call contracts may provide programming for projects under the \$1,000,000 project cost limit.
  - 2.4 On-call engineering design services
    - 2.4.1 An on-call contract shall be written to an engineering firm as the prime vendor to provide stand-alone engineering services.
    - 2.4.2 An MEP engineering on-call contract may add an architectural or non-MEP engineering consultant(s) to provide minor architectural or non-MEP engineering design services.
    - 2.4.3 A civil engineering on-call contract may add an architectural consultant to provide minor architectural design services.
    - 2.4.4 All non-MEP engineering on-call contracts are limited to their discipline design category.
    - 2.4.5 Programming is a specialty service and Owners, if outsourcing this work, shall hire a firm to provide programming specifically for larger projects.
      - 2.4.5.1. Firms hired for engineering on-call contracts may provide programming for projects under the \$1,000,000 project cost limit.
    - 2.4.6 Architectural design services prohibited by the Kansas Board of Technical Professions to be performed by engineers will not be performed using a stand-alone engineer on-call contract.
  - 2.5 Statewide on-call contracts are available by request through OFPM for use by agencies that do not have an on-call contract and have infrequent need for such services.
  - 2.6 Reference Part B – Chapter 2 for the application and nomination process for on-call Project Architect/Engineer.
  - 2.7 Non-compliant use of an on-call contract may result in a delay of reviewing or issuing a project for bidding or construction.
    - 2.7.1 Firms shall not accept work immediately prior to the expiration date of their 3-year contract without demonstrating to OFPM that substantial progress can be made.
    - 2.7.2 Firms shall not accept partial work on a project that's total project estimate is greater than the on-call contract limit of \$1,000,000.
  - 2.8 On-call contracts will not be written for ancillary technical services such as surveying, geo-technical services, and various testing services incidental to the project design services. OFPM maintains a pool of firms selected to provide ancillary technical services. Reference Part A – Chapter 3.
- 3.0 Negotiating Committee Responsibilities
- 3.1 A Negotiating Committee is established to interview the nominated architectural or engineering firms, and to select and negotiate fees with the selected firm. Each Negotiating Committee shall consist of the following members ([K.S.A. 75-1251\(b\)](#)):

- 3.1.1 The head of the state agency for which the proposed project is planned or of the state agency that controls and supervises the operation and management of the institution for which the proposed project is planned, if such is the case, or a person designated by the head of the agency;
    - 3.1.2 The head of the institution for which the proposed project is planned, or a person designated by the head of the institution. When the proposed project is not planned for an institution, the state agency head shall designate a second person in lieu of the head of an institution; and
    - 3.1.3 The Secretary of Administration, or a person designated by the Secretary, who shall act as chairperson of the committee.
  - 3.2 After the Negotiating Committee is notified of the State Building Advisory Commission's (SBAC) firm nominations, an interview date is selected by the negotiating committee and forwarded to the nominated firms. Each Negotiating Committee member will have the following:
    - 3.2.1 Each firm's project proposal as delivered to OFPM in response to the project advertisement.
  - 3.3 The Negotiating Committee shall interview each of the firms regarding the anticipated project(s) and select a firm(s).
- 4.0 Scheduling the interviews
- 4.1 Nominations (shortlist) are made on the second Wednesday of the month. See [SBAC Meeting Schedule](#) for meeting dates.
  - 4.2 OFPM attempts to schedule the interviews at least two weeks from the date of the nominations. This allows the negotiating committee time to review the proposals and the firm's time to prepare for their interviews.
  - 4.3 The interview date is coordinated only with the negotiating committee and the availability of a conference room. Firms being interviewed are not consulted when scheduling the interviews.
    - 4.3.1 If a firm has a conflict with their interview time, they should contact the chairman of the negotiating committee to work out a solution.
  - 4.4 The firms are interviewed in a random order.
  - 4.5 The duration of the interviews noted on the schedule and no firm is given any more time than any of the other firms. There will always be time allocated at the end of the scheduled time for questions by the negotiating committee. Please manage your time accordingly.
- 5.0 Interview Content
- 5.1 Firms nominated for a project will be notified via e-mail by OFPM of the interview date and their individual interview time.
  - 5.2 OFPM's intent is for all interviews for a project to occur on the same date. Each firm will be allotted the same amount of time for their presentation.
    - 5.2.1 Hand-outs, if supplied, shall be provided to the 3-person Negotiating Committee. Additional copies for distribution are optional.

- 5.2.2 Each firm will be given a specific amount of time for their presentation and a specific amount of time for questions by the negotiating committee.
  - 5.2.3 Interviews consist of a presentation by the design team followed by a question and answer session from the Negotiating Committee.
  - 5.2.4 Set-up and take down time is outside the set interview time. The firm's set-up and take-down should occur as quickly as possible to allow the following firm time for their set-up.
  - 5.2.5 If firms are using electronic media for their presentation, they should be prepared with all the required equipment, regardless of the set-up of the room in which the interviews will be held.
- 5.3 The Owner may invite other agency personnel to attend the interviews. The additional personnel do not have a vote in selection but may be allowed to ask questions and comment on their impressions of the interviews.
- 5.4 Firms are not required to use any particular presentation method but should adapt their interview to the project scope.
- 6.0 Selection of the Design Team
  - 6.1 Once the interviews are concluded, the negotiating committee meets to discuss the selection.
  - 6.2 Each Negotiating Committee member evaluates the interviews in their own way.
  - 6.3 Evaluation criteria may include but is not limited to any or all of the following: Quality of the presentation, site visits, relevant experience, understanding of project scope, design and technical ability, costs, problem solving, scheduling and responsiveness and the Owner's previous experience with the firm.
  - 6.4 If possible, the Negotiating Committee discussion and selection will be the same day as the interviews.
  - 6.5 Firms will be notified by OFPM via e-mail of the Negotiating Committee's selection. The selected firm will be notified by telephone and a follow up e-mail identifying the next step in the process.
  - 6.6 The SBAC will be notified of the selected firm.
  - 6.7 The selected firm will also be announced at <https://admin.ks.gov/offices/facilities-property-management/design-construction--compliance/forms-and-documents>.
- 7.0 Project Architect/Engineer Fees
  - 7.1 Upon selection, the Project Architect/Engineer is asked to send their firm's hourly rates for the current year. These become the basis for the calculation of fees for each project assigned. Firms can forward updated, hourly rates to OFPM annually.
- 8.0 Contracts
  - 8.1 Contracts are written by the Department of Administration and use a standardized contract developed by the Department, with input from the Owner.
    - 8.1.1 The date of the interview is the expiration date of the contract and shall be valid for three years.

- 8.2 Each contract for professional services negotiated shall be between the Secretary of Administration or the agency and the firm selected. ([K.S.A. 75-1258](#))
- 8.3 Each firm shall be responsible for all negligent acts, errors or omissions in the performance of the contract and will be required to have professional liability insurance as determined by the fee negotiations. ([K.S.A. 75-1258](#))
- 8.4 Contracts are routed for signatures by e-mail from Department of Administration Legal office. Once a contract is fully signed, it will be forwarded to the Project Architect/Engineer, the Owner and OFPM by e-mail.
- 8.5 Fees for on-call projects are negotiated between the Project Architect/Engineer and the Owner, on a project by project basis.
- 8.6 Contracts are written in one of two ways, depending on the state agency for which the work is being completed.
  - 8.6.1 The agency may write the contract for a lump sum and as project fees are negotiated, the amount of the fee is reduced accordingly. If this process is used, the agency will issue an Authorization to Proceed for each individual project.
    - 8.6.1.1. The agency may add money to this contract at any time during the 3-year term of the contract.
  - 8.6.2 The agency may write a contract on a project by project basis as they are assigned and fees are negotiated. The first project becomes the original contract and each subsequent project fee agreement is written as a contract amendment.
- 9.0 Payments for Architectural/Engineering Services
  - 9.1 The on-call Project Architect/Engineer shall submit all invoices to the agency with whom the firm is contracted.
    - 9.1.1 For agencies that are receiving full services from OFPM, Architect/Engineer invoices are simultaneously sent to the agency and OFPM Planner.

### END OF CHAPTER